## The research of the main in indicinal will be a seemed the make asking indicination of the mains unpoted

22882 m	a igin la cislast <mark>easasasta ad</mark> par	: worrolf odt nega golbæd	Work Volmale P	age 24370
	१ - १८७ ६० ७०६ मुख्या सम्बद्ध			
en finn e night fra	eri ura raktyaj <b>a</b> sar	Place the section of the	nh. A.C.	
THIS AGREEME	NT is made this <u>8th</u>	iay of August	, 19 <u>96</u> , and is in	corporated into and
shall supplement the Mor	tgage or Deed of Trust (Sec	urity instrument) of the s	ame date given by the und	tersigned (Borrower)
to secure Borrower's No	te to Klawath First Fedi	ERAL SAVINGS AND LO	AN ASSOCIATION (Lend	er) of the same date
and covering the proper	ly situated at (mortgaged pr	remises): 31676 Mode	c Point Road, Highw	ray 427,
Chiloquin. Oregon	97624	arky govith known into mandari bo	<u> </u>	
and legally described as	:			
* someone		n, this day c	ogato <u> </u>	. •
	See Attached Exh	ibit "A"		
e de la companya de l	en de la companya de La companya de la companya del companya de la companya del companya de la companya del la companya de la		· · · · · · · · · · · · · · · · · · ·	

Lender; as a condition to making said-loan, has required the execution of this Conditional Assignment of Rents of the encumbered property.

In order to further secure payment of the indebtedness of Borrower to Lender and in consideration of making the loan, Borrower does hereby self, assign, transfer and set over to Lender all rents, issues and profits from the mortgaged premises. This assignment is to become effective upon any default under the terms of the Security Instrument, and will remain in full force and effect so long as any default continues to exist.

Upon any default of the loan, the Borrower authorizes the Lender to enter upon the premises and to collect the rents then due as well as rents thereafter accruing and becoming payable during the period of continuance of any default and to take over and assume the management operation and maintenance of the mortgaged premises and to perform all acts necessary and proper to spend such sums out of the income of the mortgaged premises that may be necessary including the right to effect new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases or to make concessions to the tenants.

The Borrower agrees to facilitate in all reasonable ways, the collection of rents and upon request by Lender to execute a written notice to tenants directing the tenants to pay rent to the Lender. The Borrower releases all claims against the Lender arising out of such management, operation and maintenance of the premises.

the elegist and and allidered value as:

The Lender shall, after payment of all proper charges and expenses and after the accumulation of a reserve account to meet taxes, assessments, and hazard insurance, credit the net amount of income received to any amounts due and owing to the Lender. The Lender shall not be accountable for more funds than it actually receives for the rent of the mortgaged premises and shall not be required to collect rents. Lender may however make reasonable efforts to collect rents, and shall determine the method of collection and extent of enforcement to collect delinquent rents.

In the event the Borrower reinstates the mortgage loan by complying with all terms, covenants, and conditions of the Security instrument, the Lender shall, within one month after written demand, return possession of the property back to the Borrower.

The Borrower hereby covenants and warrants to the Lender that neither Borrower, nor any previous owner, has executed any prior assignment or pledge of the rents, nor any prior assignment or pledge of its interest in any lease of the mortgaged premises. The Borrower also covenants and agrees to not collect rents from the mortgaged premises in advance, other than as permitted by the terms of any rental agreement.

This assignment shall remain in full force and effect as long as the debt to Lender remains unpaid. The provisions of this instrument shall be binding upon the Borrower, its successors or assigns, and upon the Lender and its successors or assigns. The word "Borrower" shall be construed to mean any one or more persons or parties who are holders of legal title or equity of redemption to or in the aforesald mortgaged premises. The word "Note" shall be construed to mean the instrument given to evidence the indebtedness held by the Lender against the mortgaged premises; and "Security Instrument" shall be construed to mean the instrument held by the Lender securing the said indebtedness. SEA FIR DERANG FAVOREDS ARTO LOAM ASSOCIATION (Les 10.5 de mais situate suna It is understood and agreed that a full reconveyance or Satisfaction of the Security Instrument shall constitute as a full and complete release of all Lender's rights and interests, and that after reconveyance, this instrument shall be cancelled. Dated at Klamath Falls Oregon, this 8th day of August . 1906 ce B. Trust ee of Wlest Borrower Soyce B. Wiest, o adt besigeer det Borrower Borrowei Arbany <mark>odi</mark> STATE OF OREGON

STATE OF OREGON

and published to consequence of the in year of award of two less land the second of the living a Notary Public for said state, personally appeared the within named Joyce B. Wiest, Trustee of the Living trust of Joyce B. Wiest & Individually, known to me to be the identical individual (s) described in and who executed the within instrument and acknowledged to me stop the instrument of the same freely and voluntarily.

ylinathulov bits yless of states out of the income of the mortgaged promises that may be nedectary forciding each of the mortgaged promises that may be nedectary forciding the control of the totals of extrate location of the maken. (configuration of amend the totals of extrate location of the maken.)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

teringer article to acree for rowe and unit inchest advertises and of adjunction of collection of the collection of the

DENISE D. BICKFORD

NOTARY PUBLIC - OREGON
COMMISSION NO. 051871
MY.COMMISSION EXPIRES APRI 15: 2000/as reserved to both cognitive or any or a

2000 - 21-4: series note: Important in the parameter of income received to any amounts due and owing the former of income received to any amounts due and owing the first and the parameter of the parameter of the more funds than it actually receives for the rent of the mortaged rents. Lender may however make reasonable cross to colect rents, and shall obtain the rent of the order of and edear of antercoment to collect delinquent rents.

for the execution will replace the meatesgs loan by complying with all terms, coverants, and conditions of a loans and conditions of a loans at the most beginning and the property back to

The liber with the second content and warrants to the Centler that neither Borrower, nor any previous owner, has each content to the rents, nor any prior assignment or pledge of its interest in any lease of the content to the content to the managed premises in advance, and the content to the content to the managed premises in advance.

## EXHIBIT "A" LEGAL DESCRIPTION

The West one-half of Government Lots 12 and 13 in Section 29 and Government Lots 10, 11 and 20 in Section 30, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, SAVE AND EXCEPTING THEREFROM that portion of said Government Lot 10 described as follows:

Beginning at a point which is 1,760.22 feet North of the quarter section comer between Sections 29 and 30, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, thence North 245.52 feet; thence West 139.92 feet to the East bank of the Williamson River; thence in a Southwesterly direction 324.72 feet along the East bank of the Williamson River; thence East 352.44 feet to the true point of beginning.

STATE OF OREGON: COUNTY OF K	LAMAIN: SS.			
Filed for record at request of	st of AmeriTitle		the 8th	day
of August A.D., 19	96 at 3:50	o'clock P.M., and duly reco	orded in Vol. <u>M96</u>	
of <u>N</u>	ortgages	on Page24370	·	
FEE \$20.00		Bernetha G Letsch, Cou	nry Clerk Lucour	
PEE \$20.00		-	X	